

## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the “Agreement”) is entered into as of the July 1, 2008, by and between WEST VALLEY CITY, UTAH, a municipal corporation and political subdivision of the State of Utah (the “City”) and the REDEVELOPMENT AGENCY OF WEST VALLEY CITY (the “Agency”), a redevelopment agency established under the Limited Purposes Local Government Entities—Community Development and Renewal Agencies Act Title 17C, Chapter 1, Utah Code Annotated 1953, as amended (the “Act”).

### WITNESSETH:

WHEREAS, the Agency has been established by the City for the purpose of redeveloping and developing certain area within the City in order to accomplish the purposes of the Act; and

WHEREAS, the City and the Agency have previously authorized the establishment of the City Center Redevelopment Project Area (the “Project Area”); and

WHEREAS, the Agency desires to finance the acquisition of certain property located within the Project Area (collectively the “Project”); and

WHEREAS, to facilitate the financing of the Project, the Agency is issuing its Taxable Tax Increment and Revenue Bonds, Series 2008 (the “Bonds”) in the aggregate principal amount of [\$6,200,000], pursuant to a Trust Indenture dated as of July 1, 2008 (the “Indenture”), by and between the Agency and Zions First National Bank, as trustee (the “Trustee”), which Bonds are payable, in part, from certain tax increment revenues allocated to the Agency under the Act, as more fully described in the Indenture (the “Tax Increment Revenues”); and

WHEREAS, because the Tax Increment Revenues and other legally available moneys of the RDA may be insufficient to pay the principal and interest on the Bonds, when due, the City desires to enter into this Agreement with the Agency pursuant to Section 17C-1-207 of the Act to grant to the Agency annually amounts necessary to assist the Agency to further secure the payment of the Bonds, provided, however, that said annual grants shall be subject to annual appropriation; and

WHEREAS, the City recognizes that many benefits will flow to the City because of the Project including, but not limited to, planned business development, increased employment opportunities within the City, increased ad valorem tax base, and increased sales tax revenues to the City; and

WHEREAS, the City has determined that this Agreement will promote the health, safety, and welfare of the City and its inhabitants and is in the best interest of the City and its inhabitants.

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

Section 1. The Agency shall issue the Bonds to assist in redeveloping the Project Area. The Bonds will be secured, in part, by the Tax Increment Revenues received by the Agency from the Project Area.

Section 2. Pursuant to authority contained in Section 17C-1-207 of the Act, the City agrees to assist the Agency in repaying the Bonds, and in furtherance of such agreement, shall (i) include in its annual budget prepared by the appropriate officials acting on behalf of the City and in accordance with applicable law for each fiscal year during which the Bonds remain outstanding, commencing with the fiscal year beginning July 1, 2009, an expenditure item equal to the amount necessary, taking into account all other resources of the Agency anticipated to be legally available for the payment of the Bonds, to pay the principal and interest falling due during the ensuing fiscal year on the Bonds; and (ii) take such further action as may be necessary or desirable to assure that the final budget submitted to the City Council of the City for its consideration contains an appropriation request of money sufficient to pay said amount as a grant to the Agency.

Section 3. Nothing contained in this Agreement shall obligate the City Council to budget or appropriate any amounts or to pay any amounts beyond its current fiscal year and nothing contained herein shall be construed to create a general obligation or other pecuniary liability of the City. The Bonds shall not be a debt of the City pursuant to any constitutional or statutory debt limitations and the issuance of the Bonds and the execution of this Agreement shall not require the City to levy any form of taxation or to appropriate any moneys beyond its then current fiscal year for the payment of the Bonds or amounts otherwise due under this Agreement. No judgment requiring a payment of money may be entered against the City by reason of a failure to appropriate any amount hereunder.

Section 4. To implement the foregoing and to assure that the City Council has sufficient opportunity to consider and act upon any request for an annual appropriation contribution, the Agency and the City further agree that prior to May 15 of each year, commencing May 15, 2009, the Agency shall determine the amounts falling due with respect to the Bonds during the next succeeding fiscal year of the Agency and the City and the amounts which shall be available during said fiscal year from tax increment revenues and other moneys of the Agency to pay said amounts falling due. The Agency shall, prior to each June 1, submit a request for appropriation to the budget officers of the City, for an amount equal to the estimated amount by which the payments due on the Bonds for such fiscal year exceed such amounts available for payment. If said budgeted amount is approved, the City shall transfer to the RDA said amount on or prior to \_\_\_\_\_ of each year.

Section 5. This Agreement shall be governed by the laws of the State of Utah.

Section 6. As required by Section 17C-4-202(2)(a) of the Act, the City and the Agency have given (on \_\_\_\_\_, 2008) notice of their intent to enter into this Agreement (that date being at least 15 days prior to execution of this Agreement.)

Section 7. Third-Party Beneficiary. So long as there are obligations outstanding under the Indenture, the Trustee, on behalf of the bondholders of the Series 2008 Bonds, shall be express third-party beneficiary of this Agreement. This Agreement shall not be amended without the prior written consent of Trustee, which consent shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of and year first written above.

WEST VALLEY CITY, UTAH

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Recorder

REDEVELOPMENT AGENCY OF WEST  
VALLEY CITY, UTAH

(SEAL)

By: \_\_\_\_\_  
Chair

ATTEST:

By: \_\_\_\_\_  
Secretary

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

By: \_\_\_\_\_  
Attorney for Redevelopment Agency

By: \_\_\_\_\_  
Attorney for City